

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DOMINION RESOURCES INC. et al : **CIVIL ACTION**
:
vs. :
:
ALSTOM GRID, INC. : **NO. 15-224**
:

JUDGMENT ORDER

AND NOW, this 3rd day of October 2016, following the jury's July 1, 2016 verdict (ECF Doc. No. 295) and upon consideration of Plaintiffs' Motion for a permanent injunction, declaratory relief, enhanced damages and attorneys' fees (ECF Doc. No. 319), Defendant's Opposition (ECF Doc. No. 320), following our permanent injunction evidentiary hearing where we evaluated the credibility of several witnesses and admitted exhibits and for reasons in the accompanying Memorandum, it is **ORDERED** Plaintiffs' Motion (ECF Doc. No. 319) is **GRANTED** in part and **JUDGMENT is entered in favor of Plaintiffs Dominion Resources, Inc. and Virginia Electric and Power Company and against Defendant Alstom Grid, Inc.:**

1. **JUDGMENT** is entered in favor of Dominion Resources, Inc. and Virginia Electric and Power Company and against Defendant Alstom Grid, Inc. in the sum of **486,000** based upon the jury's verdict finding reasonable royalties arising from Defendant's willful infringement of Plaintiffs' patent;
2. Defendant Alstom Grid, Inc. and its officers, servants, agents, employees, parents, subsidiaries, affiliates, predecessors, successors, and those persons and entities in active concert with Alstom Grid, Inc. (collectively "Alstom") are **PERMANENTLY ENJOINED** until U.S. Patent No. 8,437,883 expires on May 5, 2030 from making, using, selling, offering to sell, or

importing any product which includes the infringing AMI functionality within the LVM module of Alstom's e-territorial distribution software as installed with Duke Energy Corp.'s systems, including as to each third party presently holding Alstom's product:

a. As to Duke Energy Corp., Alstom is permanently enjoined from providing programming, maintenance, or other support services in connection with the currently-installed AMI functionality at Duke Energy Corp.;

b. Alstom is permanently enjoined from providing programming, or assistance to build or enable the infringing AMI functionality of the LVM module of software provided to Florida Power & Light, Madison Gas & Electric, Nashville Electric Service, Pennsylvania Power & Light, and Snohomish County PUD; Within ten (10) days of this Order, Alstom shall provide written notice of this injunction to Florida Power & Light, Madison Gas & Electric, Nashville Electric Service, Pennsylvania Power & Light, and Snohomish County PUD;

c. Beginning on October 31, 2016 and continuing until the earlier of the entry of a final non-appealable order or October 31, 2021, Alstom or its successors shall provide Dominion with a quarterly certification signed by Alstom's general counsel and trial counsel attesting Alstom is complying with this Order including as to any product employing AMI functionality no more colorably different from the infringing AMI functionality within the LVM module;

3. **JUDGMENT** is entered in favor of Dominion Resources, Inc. and Virginia Electric and Power Company and against Defendant Alstom Grid, Inc. in the sum of **972,000** representing enhanced damages under 35 U.S.C § 284 arising from Alstom's egregious and willful infringement after being placed on notice of Dominion's patent and for reasons in the accompanying Memorandum;

4. Plaintiffs' requests for attorney's fees and declaratory relief are **DENIED**; and,
5. As the parties obtained all transcripts on a daily basis, post-trial motions shall be filed no later than **November 1, 2016**.



A handwritten signature in black ink, appearing to read "Kearney", is written over a horizontal line. Below the line, the name "KEARNEY, J." is printed in a standard font.